

# **EXHIBIT 5**

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14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA  
16

17 NML CAPITAL, LTD.,

18 Plaintiff,

19 vs.

20 SPACE EXPLORATION  
TECHNOLOGIES CORP., aka  
21 SPACEX, a Delaware corporation; THE  
REPUBLIC OF ARGENTINA, a foreign  
22 state, including its *COMISION*  
*NACIONAL DE ACTIVIDADES*  
23 *ESPACIALES*, aka CONAE, a political  
subdivision of the Argentine State; and  
24 DOES 1-10,

25 Defendants.

CASE NO. 14 CV 02262-SVW-Ex

Hon. Stephen V. Wilson

**PLAINTIFF'S FIRST REQUEST  
FOR PRODUCTION TO  
DEFENDANT REPUBLIC OF  
ARGENTINA**

1 PROPOUNDING PARTY: PLAINTIFF NML CAPITAL, LTD.

2 RESPONDING PARTY: DEFENDANT REPUBLIC OF ARGENTINA,  
3 including the Comisión Nacional De Actividades  
4 Espaciales (aka CONAE)

5 SET NO.: ONE

### 6 **INTRODUCTION**

7 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff  
8 NML Capital, Ltd. ("NML") hereby requests that Defendant Republic of Argentina  
9 ("Argentina") produce the following articles, documents, or things for inspection or  
10 copying within thirty (30) days after service of these requests (the "Requests"),  
11 subject to the Definitions and Instructions set forth herein, at the offices of Quinn  
12 Emanuel Urquhart & Sullivan, LLP, 865 S. Figueroa Street, 10th Floor, Los  
13 Angeles, California 90017-2543. Argentina shall be obligated to supplement its  
14 responses to the Requests and its production of documents at such times and to the  
15 extent required by the Federal Rules of Civil Procedure.

### 16 **DEFINITIONS**

17 The following definitions apply to these Requests and shall have the  
18 following meanings and rules of construction, unless the context requires otherwise.  
19 Nothing set forth below is intended to narrow the scope of discovery permitted by  
20 the Federal Rules of Civil Procedure, and the definitions and Requests should be  
21 read as broadly as permitted by those rules.

22 1. "YOU," "YOUR," "Argentina" or "Defendant" means (1) the  
23 Republic of Argentina and all branches, commissions, committees, administrative  
24 units, political units, legal units, bodies, divisions, political subdivisions,  
25 instrumentalities, agencies and departments, and any current or former officers,  
26 officials, directors, ministers, attorneys, agents and representatives thereof, or  
27 anyone acting on its or their behalf; and (2) (to the extent you contend that it is  
28 not included in the foregoing), the Comisión Nacional De Actividades Espaciales

1 and all predecessors-in-interest and successors-in-interest. "CONAE" means the  
2 Comisión Nacional De Actividades Espaciales and all predecessors-in-interest  
3 and successors-in-interest, all past or present branches, commissions, committees,  
4 administrative units, political units, legal units, bodies, subsidiaries, divisions,  
5 departments and affiliates, any entities that have a controlling interest in CONAE,  
6 and any current or former employee, officer, director, agent, consultant,  
7 accountant, official, minister, attorney or representative thereof, or anyone acting  
8 on its or their behalf.

9 2. "SPACEX" means Space Exploration Technologies Corp. and all  
10 predecessors-in-interest and successors-in-interest, all past or present parents,  
11 subsidiaries, divisions and affiliates, any companies that have a controlling  
12 interest in SPACEX, and any current or former employee, officer, director, agent,  
13 consultant, accountant, attorney or representative thereof, or anyone acting on its  
14 or their behalf.

15 3. "COMPLAINT" means NML's Complaint for Creditor's Suit filed  
16 March 25, 2014 in the United States District Court for the Central District of  
17 California (14-cv-02262).

18 4. "LAUNCH SERVICES CONTRACT" means the agreement or  
19 agreements between Argentina and SPACEX relating to SPACEX's performance  
20 of satellite launch services for two Argentine satellites, as referenced in the  
21 COMPLAINT.

22 5. "VANDENBERG LAUNCH SITE" means the Vandenberg Air Force  
23 Base Space Launch Complex in California.

24 6. "DOCUMENT" or "DOCUMENTS" means all "writings" and  
25 "recordings" as those terms are defined in Rule 1001 of the Federal Rules of  
26 Evidence and Rule 34 of the Federal Rules of Civil Procedure and shall include  
27 all writings, including but not limited to handwriting, typewriting, printing,  
28 image, photograph, photocopy, digital file of any kind, transmittal by (or as an

1 attachment to) electronic mail (including instant messages and text messages) or  
2 facsimile, video and audio recordings, and every other means of recording upon  
3 any tangible thing, any form of COMMUNICATION or representation, and any  
4 record thereby created, regardless of the manner in which the record has been  
5 stored, and all non-identical copies of such DOCUMENTS, in the possession,  
6 custody, or control of YOU or any other PERSON acting on YOUR behalf.

7 7. "COMMUNICATION" or "COMMUNICATIONS" means without  
8 limitation any transmittal, disclosure, transfer or exchange of any statement, fact,  
9 idea, DOCUMENT, question, instruction, demand, or other information by any  
10 medium, whether by oral, written or other means, including but not limited to  
11 electronic communications and electronic mail.

12 8. "REFERRING OR RELATING TO" means referring to, relating to,  
13 discussing, constituting, evidencing, pertaining to, mentioning, supporting,  
14 contradicting, negating, bearing on, touching on, containing, embodying,  
15 reflecting, identifying, stating, dealing with, concerning, commenting on,  
16 responding to, relevant to, or describing.

17 9. "ANY" as used in these Requests includes the word "ALL," and the  
18 word "ALL" as used in these Requests includes the word "ANY."

19 10. The singular form of a noun or pronoun includes within its meaning the  
20 plural form of the noun or pronoun so used, and vice versa; the use of the  
21 masculine form of a pronoun also includes within its meaning the feminine form  
22 of the pronoun so used, and vice versa; the use of any tense of any verb includes  
23 within its meaning all other tenses of the verb so used, whenever such  
24 construction results in a broader request for information; and "and" includes "or"  
25 and vice versa, whenever such construction results in a broader disclosure of  
26 documents or information.

**INSTRUCTIONS**

1  
2 1. YOU are required to produce every DOCUMENT requested  
3 that is in your possession, custody, or control.

4 2. In the event YOU object to any Request set forth below on the  
5 grounds that the Request is overbroad for any reason, YOU are requested to  
6 respond to the Request as narrowed in a way that renders it not overbroad in  
7 YOUR opinion, and state the extent to which YOU have narrowed that  
8 request for purposes of YOUR response.

9 3. These Requests shall be deemed to be continuing so as to  
10 require supplemental productions as YOU obtain additional DOCUMENTS  
11 between the time of the initial production hereunder and the time of trial in  
12 this action.

13 4. These Requests require the production of original tangible  
14 things in the same form and in the same order as they are kept in the usual  
15 course of business. The titles or other description on the boxes, file folders,  
16 bindings, or other container in which tangible things are kept are to be left  
17 intact.

18 5. DOCUMENTS should be produced in their complete and  
19 unaltered form. Attachments to DOCUMENTS should not be removed. The  
20 DOCUMENTS should not be cut-up, pasted over, redacted or altered in any  
21 way for any reason, including alleged irrelevance. If emails are produced  
22 that had attachments, the attachments shall be attached when produced.

23 6. The fact that a DOCUMENT is produced by another party to  
24 this action does not relieve YOU of the obligation to produce YOUR copy of  
25 the same DOCUMENT, even if the two DOCUMENTS are identical.

26 7. All DOCUMENTS are to be produced, organized, and labeled  
27 to correspond with the categories in this Request for the Production of  
28 Documents.

1           8. All claims of privilege are governed by Federal Rule of Civil  
2 Procedure 26.

3           9. Notwithstanding the assertion of any objections, any  
4 purportedly privileged DOCUMENTS containing non-privileged matter must  
5 be disclosed, with the purportedly privileged portion redacted. A privilege  
6 log shall be produced with the DOCUMENT responsive to these requests  
7 listing the privilege which is being claimed and, if the privilege is governed  
8 by state law, indicate the state's privilege rule being invoked; and provide the  
9 following information: (i) the type of DOCUMENT, e.g., letter or  
10 memorandum; (ii) the general subject matter of the DOCUMENT; (iii) the  
11 date of the DOCUMENT; and (iv) the author of the DOCUMENT, the  
12 addressees of the DOCUMENT, and any other recipients, and, where not  
13 apparent, the relationship of the author, addressees, and recipients to each  
14 other.

15           10. In the event that any DOCUMENT called for by these Requests  
16 has been destroyed or discarded, that DOCUMENT is to be identified by  
17 stating:

18                   (i) the date and type of the DOCUMENT, the author(s) and all  
19 recipients;

20                   (ii) the DOCUMENT's date, subject matter, number of pages,  
21 and attachments or appendices;

22                   (iii) the date of destruction or discard, manner of destruction or  
23 discard, and reason for destruction or discard;

24                   (iv) the persons who were authorized to carry out such  
25 destruction or discard;

26                   (v) the persons who have knowledge of the content, origins,  
27 distribution and destruction of the DOCUMENT; and  
28

1 (vi) whether any copies of the DOCUMENT exist and, if so, the  
2 name of the custodian of each copy.

3 11. Whenever necessary to bring within the scope of these Requests  
4 any information that otherwise might be construed to be outside the scope,  
5 the present tense shall include the past tense and future tense, the past tense  
6 shall include the present tense and future tense, and the future tense shall  
7 include the past tense and present tense.

8 12. Electronically stored information shall be produced in the form  
9 in which it is stored, with all metadata intact.

10 13. Unless otherwise specified, the time period covered by each  
11 Request is January 1, 2010 through the present.  
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14 **REQUESTS FOR PRODUCTION OF DOCUMENTS**  
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16 **REQUEST FOR PRODUCTION NO. 1:**

17 DOCUMENTS sufficient to show ALL sources of revenue or funding  
18 received by CONAE, including funding allocated to CONAE in Argentina's  
19 national budget, annually, from 2010-2015.  
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21 **REQUEST FOR PRODUCTION NO. 2:**

22 All DOCUMENTS that constitute or reference COMMUNICATIONS  
23 between Argentina and SPACEX REFERRING OR RELATING TO ANY  
24 LAUNCH SERVICES CONTRACT including but not limited to payments by  
25 Argentina and/or CONAE to SPACEX, Argentina's guarantee of ANY of CONAE's  
26 obligations under ANY LAUNCH SERVICES CONTRACT, launch dates, the  
27 VANDENBERG LAUNCH SITE, critical design review meetings, launches,  
28 technical interchange meetings, and ANY other launch preparation meetings, the



1 COMPLAINT, and ANY efforts to amend or cancel the LAUNCH SERVICES  
2 CONTRACT in light of the COMPLAINT.

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4 **REQUEST FOR PRODUCTION NO. 3:**

5 All DOCUMENTS that constitute or reference COMMUNICATIONS  
6 between CONAE and SPACE X REFERRING OR RELATING TO ANY LAUNCH  
7 SERVICES CONTRACT including but not limited to payments by Argentina and/or  
8 CONAE to SPACE X, Argentina's guarantee of ANY of CONAE's obligations  
9 under ANY LAUNCH SERVICES CONTRACT, launch dates, the  
10 VANDENBERG LAUNCH SITE, critical design review meetings, launches,  
11 technical interchange meetings, and ANY other launch preparation meetings, the  
12 COMPLAINT, and ANY efforts to amend or cancel the LAUNCH SERVICES  
13 CONTRACT in light of the COMPLAINT.

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15 **REQUEST FOR PRODUCTION NO. 4:**

16 All DOCUMENTS REFERRING OR RELATING TO ANY LAUNCH  
17 SERVICES CONTRACT including but not limited to payments by Argentina and/or  
18 CONAE to SPACE X, Argentina's guarantee of ANY of CONAE's obligations  
19 under ANY LAUNCH SERVICES CONTRACT, launch dates, the  
20 VANDENBERG LAUNCH SITE, the COMPLAINT, and ANY efforts to amend or  
21 cancel the LAUNCH SERVICES CONTRACT in light of the COMPLAINT.

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23 **REQUEST FOR PRODUCTION NO. 5:**

24 All DOCUMENTS that constitute or reference technical interchange  
25 meetings, critical design review meetings or ANY other launch preparation meeting  
26 for ANY launch contemplated under ANY LAUNCH SERVICES CONTRACT,  
27 including but not limited to the meeting minutes and/or action items resulting from  
28 such meetings.

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**REQUEST FOR PRODUCTION NO. 6:**

Each LAUNCH SERVICES CONTRACT, in its originally executed form and ANY amended form.

**REQUEST FOR PRODUCTION NO. 7:**

ALL DOCUMENTS REFERRING OR RELATING TO amendments to ANY LAUNCH SERVICES CONTRACT.

**REQUEST FOR PRODUCTION NO. 8:**

DOCUMENTS sufficient to show ALL payments made by Argentina to SPACEX in consideration of ANY LAUNCH SERVICES CONTRACT.

**REQUEST FOR PRODUCTION NO. 9:**

DOCUMENTS REFERRING OR RELATING TO ALL payments made by CONAE to SPACEX in consideration of ANY LAUNCH SERVICES CONTRACT.

**REQUEST FOR PRODUCTION NO. 10:**

DOCUMENTS REFERRING OR RELATING TO ALL payments and/or refunds made by SPACEX to Argentina and/or CONAE.

**REQUEST FOR PRODUCTION NO. 11:**

All DOCUMENTS that constitute or reference ANY technical models provided by YOU to SPACEX, including, but not limited to, finite element models, structural models, mass models, fuel models, and thermal models.

**REQUEST FOR PRODUCTION NO. 12:**

1 DOCUMENTS sufficient to IDENTIFY the entities involved in  
2 manufacturing the satellites contemplated to be launched under the LAUNCH  
3 SERVICES CONTRACT, the parties to ANY contract for the manufacture of  
4 satellites, and the terms of such contracts.

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6 **REQUEST FOR PRODUCTION NO. 13:**

7 DOCUMENTS REFERRING OR RELATING TO ALL executory or  
8 unfulfilled obligations of CONAE and/or Argentina under the LAUNCH  
9 SERVICES CONTRACT on which its entitlement for Launch Service Rights are  
10 predicated, including but not limited to payments not yet made or that have not yet  
11 come due.

12 **REQUEST FOR PRODUCTION NO. 14:**

13 DOCUMENTS sufficient to IDENTIFY ALL commercial activities in which  
14 CONAE from 2005 to the present.

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20 DATED: January 26, 2015

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

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22  
23 By \_\_\_\_\_  
24 Bruce E. Van Dalsem  
25 Harold A. Barza  
26 Ian S. Shelton  
27 Matthew S. Hosen  
28 Attorneys for Plaintiff NML Capital, Ltd.